

**MILWAUKEE COUNTY
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DISABILITIES SERVICES DIVISION**

TECHNICAL REQUIREMENTS

FOR

**CRISIS RESPITE HOME TO SERVE ADULTS WITH
DEVELOPMENTAL AND PHYSICAL DISABILITIES**

MAY 2006

INTRODUCTION

Welcome to the Milwaukee County Department of Health and Human Services (DHHS), Disabilities Services Division Request for Proposal (RFP) process for Crisis Respite Home (CRH) services. The technical requirements set forth in these guidelines apply to proposals submitted for the DHHS Disabilities Service's Crisis Respite Home. The program is described in the *Program Description and Requirements*.

The APPLICATION FORMAT information is organized into four (4) separate sections, each of which contains items to be submitted in the application. Instructions and forms are included in each section; forms can also be on the Contract Administration web page at: <http://www.county.milwaukee.gov/display/router.asp?docid=11327>

To receive information or assistance, please contact the following persons:

Program information: Ann Demorest, Disabilities Services 289-5943

Technical assistance: Dennis Buesing, Contract Administration 289-5853
Charlotte Williams, Contract Administration 289-5898
James Sponholz, Contract Administration 289-5778
Sumanish Kalia, CPA (Fiscal Related Issues) 289-5928

APPLICATION REQUIREMENTS

Applications will be accepted only for the program described in this RFP. Applications submitted by an agency become the property of Milwaukee County upon submission. For agencies awarded a contract, the application material submitted is placed in an agency master file that becomes part of the contract with the Milwaukee County Department of Health and Human Services. Application material becomes public information and is subject to the open records law only after the procurement process is completed and a contract is fully executed. Prior to the granting of contract awards and the full execution of a contract, the application material is considered as a "draft" and is not subject to the open records law. Applications which do not receive funding will be discarded.

The Department of Health and Human Services will be developing outcome measures for program areas under contract in the Year 2007. Applicant is encouraged to become familiar with the Department's movement toward performance based contracting, as this will have an impact on future program reporting.

1. All applications must be typed using the format and the forms presented in the *Technical Requirements*.
2. The application must include a COVER LETTER, signed by the person authorized to file the application by the agency, addressed to the Director of the Department of Health and Human Services:

Mr. Rob Henken, Director
Milwaukee County Department of Health and Human Services
1220 W. Vliet Street, Third Floor
Milwaukee, WI 53205

The cover letter must contain the following statement:

I am familiar with the *Request for Proposal for Crisis Respite Home to Serve Adults with Developmental and Physical Disabilities: Program and Technical Requirements* by the Milwaukee County Department of Health and Human Services, Disabilities Services Division and am submitting the attached proposal which, to the best of my knowledge, is a true and complete representation of the requested materials. (See sample cover letter, page 12).

3. The application must include a completed APPLICATION SUMMARY SHEET. **The agency's Federal Identification (ID) Number must be included on the Application Summary Sheet.** (See application summary sheet, page 13.)
4. Four copies of the complete application must be submitted on three-hole punched paper.
5. All applications for funding **must be received by the DHHS no later than 4:00 p.m. on Friday, June 9, 2006.**

Please note: Applications for all DHHS divisions must be mailed or delivered to:

Ann Demorest, Disabilities Services Division, Quality Assurance
Milwaukee County Department of Human Services
Disabilities Services Division
1220 W. Vliet Street – Suite 300
Milwaukee, WI 53205

6. **Living Wage** Milwaukee County requires Purchase of Service contractors to pay a **Living Wage of \$7.88 per hour** to all full-time skilled and unskilled workers employed in any work performed as part of a Milwaukee County purchase contract.

7. **Cultural Diversity and Cultural Competence** The Department of Health and Human Services (DHHS) is committed to the goal of cultural diversity and cultural competence in the workplace. Consistent with Federal and State Civil Rights Compliance laws and the State Department of Health and Family Services (DHFS) policies and regulations, DHHS considers the composition of ethnic/racial and gender makeup a high priority as it relates to board membership and staff positions of agencies and organizations receiving contract awards for the provision of human services.

Board members and staff must be able to serve a culturally diverse population in a manner that reflects culturally competent decision making and service delivery.

For the purposes of this contract, the definitions of cultural diversity and cultural competence are:

Cultural Diversity - The presence of individuals and groups from different cultures. Cultural diversity in the workplace refers to the degree to which an organization, agency or other group is comprised of people from a variety of differing backgrounds related to behaviors, attitudes, practices, beliefs, values, and racial and ethnic identity.

Cultural Competence - A set of congruent behaviors, attitudes, practices and policies formed within a system, within an agency, and among professionals to enable the system, agency and professionals to work respectfully, effectively and responsibly in diverse situations. Essential elements of cultural competence include valuing diversity, understanding the dynamics of difference, institutionalizing cultural knowledge, and adapting to and encouraging organizational diversity.

It is the intent of DHHS to give strong consideration to employment diversity in the proposal review process.

NOTICE TO ALL APPLICANTS

The information contained in all proposals must be updated and current.

SAMPLE COVER LETTER
(ON VENDOR LETTERHEAD)

DATE:

Mr. Rob Henken, Director
Milwaukee County Department of Health and Human Services
1220 W. Vliet Street – Suite 301
Milwaukee, WI 53205

SALUTATION:

I am familiar with the *Request for Proposal for Crisis Respite Home to Serve Adults with Developmental and Physical Disabilities: Program and Technical Requirements* set forth by the Milwaukee County Department of Health and Human Services, Disabilities Services Division and am submitting the attached proposal which, to the best of my knowledge, is a true and complete representation of the requested materials.

Sincerely,

Authorized Signature and Title

Name of Agency _____

YEAR 2006 APPLICATION SUMMARY SHEET

Agency_____Agency Director_____
(Name & Title)

Address_____Contact Person_____
(Street) (Name)

(City) (State) (Zip Code) Telephone No._____

Email Address_____Federal ID Number_____

Agency Fiscal Period_____
(Mo/Day/Year-Mo/Day/Year)

A. Program/Facility Name:_____

2006 Funding Request:_____

THIS SHEET MUST BE ATTACHED TO THE TOP OF THE APPLICATION PACKAGE

APPLICATION CONTENTS

THIS CONTENT SUMMARY SHEET MUST BE ATTACHED IMMEDIATELY AFTER THE COVER LETTER

Program funding decisions will be based on a review of all information included in proposal.

I. INITIAL SUBMISSION

ITEM		Please check each item included	Please indicate page no. of item submitted
INTRODUCTION			
	Cover Letter		
	Application Summary Sheet		
SECTION 1 – AGENCY STRUCTURE			
1	Authorization to File		
2	Articles of Incorporation		
3	Bylaws		
4a	Board of Directors Demographic Summary		
4b	Board members & resume or stockholders & % interest		
4c	Advisory Committees & Purpose		
4d	Board Meeting Schedule		
4e	Agreement to keep meeting minutes 4 years		
4f	Statement allowing County access to minutes		
5a	History		
5b	Mission Statement and goals		
5c	Parent company/affiliated organizations		
6	Agency Organizational Chart		
7	Personnel Policies		
8	Client Grievance Procedure		
8a	List of client rights as outlined in §51.61, WI Statutes and WI Administrative Code HFS 94		
9	Licenses and Certifications		
10	Insurance Certificate		
10a	Indemnity statement		
10b	Provision for Data and Information Systems Compliance		
10c	HIPAA compliance statement		
11a	Employee Hours – Related Organization Disclosure		
11b	Related Party Disclosure		
12	Prohibited Practices & Conflict of Interest Certification		
13a	Equal Employment Opportunity Certificate		
13b	Equal Opportunity Policy		
14	Certification Statement Regarding Debarment and Suspension		
15	Certification Regarding Compliance With Background Checks		
16	Civil Rights Compliance Plan or Letter of Assurance		

APPLICATION CONTENTS

SECTION 2 – AGENCY AUDIT, BUDGET & FISCAL ITEMS

17	Taxation Status		
18	Certified Audit/Board Approved Financial Statement		
19	IRS Form 990 for non-profit agencies		
19a	Accounting Policies and Procedure Manual		
20	Indirect Cost Allocation Plan		
21	Agency Billing Procedure		
22	Agency Employee Hours and Salaries (Forms 2 and 2A),		
22b	Employee Demographics Summary (Form 2B)		
23	Total Agency Anticipated Expenses and Revenue (Forms 5 and 5A)		

SECTION 3 – PROGRAM DESIGN

24	Program Organizational Chart		
25	Program Description		
26	Staffing Pattern		
27a - e	Accessibility for physically disabled, hearing impaired, visually impaired, LEP, transportation		
27f	Outreach		
27g	Differences by site		
27h	Availability of personal care assistance		
27i	Other services enhancing program access		
28	Admissions, Service/Treatment, and Discharge Procedures		
29	Evaluation Plan		
30	Client Characteristic Chart		
31	Program Volume Data (Forms 1 and 1A)		
32	Anticipated Program Expenses (Forms 3 and 3S)		
33	Anticipated Program Revenue (Forms 4 and 4S)		

Agency attests that all items and documents checked are included in the application packet.

Authorized Signature

Date

Agency

II. FINAL SUBMISSION

Program funding decisions will be based on a review of all information included in Proposal

After completion of the application review and upon receiving notice of a contract award, funded agencies are required to submit the following application items:

Item		DSD
10	Indemnity/Certificate of Insurance indicating coverage at beginning of term of contract	(1)
16	Civil Rights Compliance Plan, or Letter of Assurance	(1)
20	Indirect Cost Allocation Plan	
22	Agency Employee Hours and Salaries (Forms 2 and 2A), and Employee Demographics Summary (Form 2B)	
23a	Total Agency Anticipated Expenses and Revenue (Forms 5 and 5A)	
31	Program Volume Data (Forms 1 and 1A)	
32	Anticipated Program Expenses (Forms 3 and 3S)	
33	Anticipated Program Revenue (Forms 4 and 4S)	

(1) Items only required if not included with the Initial Submission.

DEPARTMENT OF HEALTH AND HUMAN SERVICES

OVERVIEW OF PROPOSAL REVIEW PROCESS

PROPOSAL REVIEW EVALUATION CRITERIA

QUALITY ASSURANCE

REQUIRED REPORTS

MILWAUKEE COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES
REQUEST FOR PROPOSAL PROCESS AND REVIEW OF PROPOSALS

I. Overview of the Request for Proposal Process

The Department of Health and Human Services' Request for Proposal (RFP) process begins with the preparation of the *Purchase of Service Guidelines: Program Requirements and Technical Requirements*, the mailing of an 'Interested Parties' letter to all current contractors and interested parties on the Department of Health and Human Services (DHHS) mailing list maintained by Contract Administration, and, the publication of media announcements in eight community newspapers.

Following the proposal review process outlined in the *Technical Requirements*, contract award recommendations are presented for review and recommendation to the County Board Committee on Health and Human Needs. The County Board of Supervisors may modify or reject the funding recommendations, and the County Executive may veto, in part or in whole, the County Board's action.

II. Proposal Review Panel Selection and Representation

A. Proposal Review Panel Selection

Proposals to provide services under a purchase contract for the Department of Health and Human Services shall be evaluated by panel members with familiarity and/or experience in the field of social/human services. Panel members will be screened for conflict of interest and may be selected from various sources including the following:

- community volunteers and representatives;
- representatives of professional and educational organizations;
- representatives of community councils and advocacy organizations.

Recommendations of persons to serve on proposal review panels are welcome from appropriate governmental entities, i.e., Office of Community Business Development Partners (CBDP), etc.

II. Proposal Review Panel Selection and Representation

B. Proposal Review Panel Representation

Panel representation to review proposals submitted for contract recommendations shall include:

- minority and culturally diverse representation;
- consumer/service recipient representation or their guardians, if applicable.
- DHHS program division staff

MILWAUKEE COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES
REQUEST FOR PROPOSAL PROCESS AND REVIEW OF PROPOSALS

Using the established review criteria, representatives participating on a review panel will score each proposal and forward recommendations for contract awards.

III. General Guidelines

If it is determined by the DHHS that a proposal has significant deficiencies and major omissions, the Department reserves the right to remove the application(s) from consideration.

IV. Proposal Evaluation Criteria

A. Disabilities Services Division

Criteria to be considered in evaluating proposals for this proposal with Disabilities Services Division includes the following: the applicant's ability to provide the proposed program, the applicant's proposed program relative to that proposed by other applicants, and the applicant's proposed cost to provide the program or service compared to the cost proposed by other qualified applicants. The proposal will be scored using the following criteria.

- 1. Administrative Ability - 20 points.** The applicant demonstrates evidence of administrative capacity to meet federal, state, and county requirements. The organizational structure evidences clear reporting relationships and accountabilities for program operation and management. The applicant demonstrates an ability to provide timely and accurate client and financial reports. The applicant must show that adequate service, billing, and record keeping procedures are in place.
- 2. Budget Justification - 25 points.** The applicant provides a budget that is accurate, clear, and in sufficient detail. The budget effectively and efficiently supports the level of service, staffing, and the proposed program. The applicant's proposed cost to deliver the service, compared to other applicants, reflects the quality and quantity of service to be provided.
- 3. Cultural Diversity and Cultural Competence - 15 points.** The program takes actions that show its commitment to the goals of cultural diversity and cultural competence in the workplace, including diversity in staffing practices and Board/committee composition as well as serving a culturally diverse population in a culturally competent manner. The involvement of consumers in policy-making, planning, service delivery, and evaluation contributes to cultural diversity and cultural competence.

MILWAUKEE COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES
REQUEST FOR PROPOSAL PROCESS AND REVIEW OF PROPOSALS

IV. Proposal Evaluation Criteria (continued)

4. **Experience – 15 Points.** The applicant's experience demonstrates the ability to provide the proposed service to the target group. For applicants without prior Milwaukee County experience, information may be gathered from references provided by the applicant. Documented non-performance or noncompliance under previous contracts will be taken into consideration.
5. **Living Wage Resolution – 10 Points.** The "Living Wage" Resolution adopted by the Milwaukee County Board in April, 1997 states that a minimum hourly wage is a **required** rate of pay to all **full-time** skilled and unskilled workers employed in any work performed as part of a DHHS Purchase of Service Contract.
6. **Mission and Goals – 10 Points.** The applicant has a clear and distinct mission and goal statement for the agency and program, and it is compatible with the Behavioral Health Division's Vision and Mission Statement.
7. **Outcomes and Performance Improvement – 30 Points.** The program has a performance improvement process in place, including, at a minimum, the measurement of outcomes, the analysis and improvement of the service delivery process, employee evaluations, and consumer/community evaluation and feedback. It can demonstrate the use of performance improvement information to improve service delivery and program management.
8. **Service Delivery Plan – 45 Points.** The applicant demonstrates an understanding of the strengths, needs and problems of individuals within the target population. The service delivery system is consistent with that described by the Behavioral Health Division Vision and Mission Statement. The program objectives are clearly stated, and the applicant has an adequate and appropriate time frame and action plan for implementation, including how the program will reach full capacity, if appropriate. The service delivery process, including admission and discharge criteria (where appropriate) are clearly explained. Coordination of services with other providers is described.

There is a performance improvement plan, which includes measurement of outcomes, and demonstrated use of performance information to improve services and program management. Appropriate grievance procedures are in place. The program sites are accessible to persons with disabilities and limited English speaking abilities.

MILWAUKEE COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES
REQUEST FOR PROPOSAL PROCESS AND REVIEW OF PROPOSALS

IV. Proposal Evaluation Criteria (continued)

9. **Staffing Plan – 30 Points.** The agency demonstrates an ability to provide effective staffing and agency oversight, including board review and direct service staff supervision. Staffing levels are adequate. Staff are licensed and certified as appropriate, or meet other required qualifications.

TOTAL SCORE

200 Points

**MILWAUKEE COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES
REQUEST FOR PROPOSAL PROCESS AND REVIEW OF PROPOSALS**

IV. Proposal Evaluation Criteria (continued)

B. Definitions and References

1. Budget Justification

This section relates to the applicant's proposed cost to deliver the proposed program or service compared to other service providers, and in relation to the quality and quantity of the services to be provided. The reviewer's analysis will include: unit cost comparisons and/or budget overview, total number of units of service to be provided, any limitations on the total number of clients to be served during the contract period.

2. Cultural Competence

Cultural Competence is a set of congruent behaviors, attitudes, practices and policies that are formed within a system, within an agency, and among professionals that enable the system, agency and professionals to work respectfully, effectively and responsibly in diverse situations. Essential elements of cultural competence include valuing diversity, understanding the dynamics of difference, institutionalizing cultural knowledge, and adapting to and encouraging organizational diversity.

3. Cultural Diversity

Cultural Diversity reflects the presence and inclusion of individuals and groups from different cultures. Cultural diversity in the workplace refers to the degree to which an organization, agency or other group is comprised of people from a variety of differing backgrounds related to behaviors, attitudes, practices, beliefs, values, and racial and ethnic identity and the degree to which these groups are represented at various organizational levels.

It is the intent of DHHS to give strong consideration to employment diversity in the proposal review process. The extent to which agency employees reflect cultural diversity presented on the Agency Employee Hours and Salaries (Forms 2 and 2A), and Employee Demographics Summary (Form 2B) (found in Section 2 of the *Technical Requirements*) are part of the proposal evaluation criteria. **Failure to submit Forms 2, 2A and 2B, or the submission of incomplete forms may result in the exclusion of the applicant from consideration.**

Agencies may submit demographic information (specifically race and/or gender) of all employees located in Milwaukee County, and may include information including any diversity training opportunities.

MILWAUKEE COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES
REQUEST FOR PROPOSAL PROCESS AND REVIEW OF PROPOSALS

IV. Proposal Evaluation Criteria (continued)

F. Definitions and References (continued)

4. Living Wage

The "Living Wage" Resolution adopted by the Milwaukee County Board in April, 1997 states that a minimum hourly wage is a **required** rate of pay to all **full-time** skilled and unskilled workers employed in any work performed as part of a DHHS Purchase of Service Contract.

Consistent with the Living Wage Resolution, all year 2006 Purchase of Service contractors are required to pay a minimum hourly wage of \$7.88 or higher to all full-time employees working in Milwaukee County DHHS funded programs. Payment of a minimum wage of \$7.88 or higher is a criterion or condition for a year 2006 contract award as well as a condition for the renewal or extension of an existing contract.

Applicants who fail to comply with the minimum hourly wage of \$7.88 or higher for full-time employees working in Milwaukee County DHHS funded programs will not be recommended to the Milwaukee County Board and will not be awarded a contract until the application and budget reflect compliance with the "Living Wage" Resolution of the Milwaukee County Board.

Applicants who are recommended for a contract award under the year 2006 Request for Proposal review process and who are later found to be in violation of paying the minimum "Living Wage" hourly rate shall be considered to be in violation of the Purchase of Service Contract and subject to termination of their contract with the DHHS.

DEPARTMENT OF HEALTH AND HUMAN SERVICES QUALITY ASSURANCE

When a contract is awarded, all application material submitted is organized into an agency master file that becomes part of the contract with the Department of Health and Human Services. It is the contractor's responsibility to update any information contained therein at the time any change/revision occurs.

Quality assurance activities help to ensure the appropriate expenditures of public funds and the provision of quality services. Quality assurance activities may include, but are not limited to:

- Review of evaluation reports submitted by the agency as required by the contract.
- Sampling of clients/participants served through participant interviews, client interviews, surveys/questionnaires, case file reviews, and/or service verification.
- On-site verification of compliance with the posting of the following documents:
(a) participant/client rights, (b) non-discrimination policies.
- On-site monitoring of compliance with governmental and contractual requirements related to the provision of services.
- On-site monitoring of a contractor's organization and management structure, fiscal accountability and/or verification of services provided.

DEPARTMENT OF HEALTH AND HUMAN SERVICES REQUIRED REPORTS

Agencies funded to provide Disabilities Services programs are required to submit the following information:

- (a) semi-annual evaluation reports based on the Evaluation Plan (Section 3: Program Design, Item Number 29);
- (b) monthly fiscal reports and,
- (c) client billing reports prepared per divisional requirements;
- (d) service registration information per divisional requirements.

The semi-annual evaluation reports are due 31 days after the end of the first six-month period. For example, evaluation reports for programs contracted in Calendar Year 2006 are due July 31, 2006 and January 31, 2007.

For Disabilities Services, the evaluation reports should be submitted to:

Virgil Cameron, Contract Services Coordinator
DHHS Contract Administration
1220 West Vliet Street – Suite 109
Milwaukee, WI 53205

DISABILITIES SERVICES

SECTION 1: AGENCY STRUCTURE

INSTRUCTIONS and FORMS

ITEMS:

1. Authorization to File Resolution
2. Articles of Incorporation
3. Bylaws
4. Board of Directors/Advisory Committees, Stockholders
5. History
6. Agency Organizational Chart
7. Personnel Policies
8. Client Grievance Procedure
9. Licenses and Certifications
10. Indemnity/Insurance
11. Related Party Disclosure
12. Prohibited Practices & Conflicts of Interest Certification
13. Equal Employment Opportunity Certificate & Policy Statement
14. Certification Statement Regarding Debarment and Suspension
15. Certification Statement-Resolution Regarding Background Checks
16. Civil Rights Compliance Plan

SECTION 1: AGENCY STRUCTURE

1. **Authorization to File**

- a. Submit a description of how your agency is organized. State whether the agency is profit, non-profit, a corporation, sole proprietorship, partnership, joint venture, or other.
- b. Submit a statement or board resolution authorizing the filing of a Year 2006 application for funding, using the ***AUTHORIZATION TO FILE RESOLUTION form*** on page 40. The statement or resolution submitted shall be signed by an owner, authorized officer of the agency, or board member. It shall identify the agency staff and/or board member, by name and title, authorized to negotiate and sign a Year 2006 contract. **Contracts shall not be executed unless a statement or resolution is on file with the DHHS.**

2. **Articles of Incorporation** Submit a copy of your original Articles of Incorporation and any amendments or changes to the original Articles.

3. **Bylaws** Submit a copy of your original Bylaws and any amendments or changes to the original Bylaws. Applicant is encouraged to incorporate into its Bylaws a requirement that their Board of Directors include individuals with recognized competence and expertise in financial, legal, and personnel/human resources disciplines as well as experience and knowledge in human services program areas.

4. **Board of Directors, Advisory Committees, Stockholders**

- a. Submit the *Board of Directors/Agency Owners Demographic Summary* form on page 41.
- b. Submit a list of current board members including a professional resume, name, address, office held, and date when the term of service expires, or the name of each stockholder or owner and their percentage of ownership interest and share of the profits or dividends.
- c. Submit a description of any committees and the committee's purpose, including advisory committees.
- d. Submit a list of the date(s) on which a Board of Directors meeting(s) will be held in the year for which funds are requested.
- e. Contractor agrees to retain Board of Directors meeting minutes for a period of at least four (4) years following contract termination.
- f. Contractor agrees that County shall have the right of access to Board of Directors meeting minutes upon request.

5. **History** Submit a description of the agency which includes:
- History of the agency and its achievements and experience in providing human services.
 - Agency purpose and goals (board approved, if applicable.)
 - Name of the parent company and/or affiliated enterprises if the agency is a subsidiary and/or an affiliate of another business entity.
6. **Agency Organizational Chart** Submit an organizational chart of the agency which details each major department or program. For each department or program, include the position title of the person responsible for the management of it. If appropriate, show the relationship between the agency's governing body and any advisory committees. Include on the chart any ancillary positions such as medical director, consultants, etc. by major department or program.
7. **Personnel Policies** Submit a copy of the agency's personnel policies. The policies shall include a section on severance pay and reimbursement for travel and meals for employees, board members, and volunteers.
8. **Client Grievance Procedure** Submit a grievance procedure which includes the following:
- A list of client rights and the identified process clients may use to enforce those rights. For Disabilities Services Division clients rights, see §51.61, Wisconsin Statutes and Wisconsin Administrative Code HFS 94.
 - Protects persons who file grievances from any retribution for that action and maintains confidentiality of all client information relative to grievances.
 - Provides procedures which are standardized and proceed through the agency with the final referral of the grievance to the service area to which your proposal is being submitted i.e., Delinquency and Court Services, Disabilities Services or Economic Support if the grievance is not resolved in the internal steps of the agency. The procedures shall include time lines and follow-up procedures of grievance decisions.
 - Permits clients to arrange for representation in any grievance and assists clients in writing out their grievance if required as part of the procedure.
9. **Licenses and Certifications** Agencies shall have all licenses and certificates required to provide the services included in this application at the time the application is submitted. Any notices of noncompliance received or restrictions in effect during the year period prior to submitting the application and a copy of the agency response shall be submitted in the application. **Submit a copy of each license or certificate that you are required to have to provide the service for which you are requesting funds and copies of any notices of noncompliance or restrictions.** Any notices of noncompliance or restrictions received during the term of the contract and a copy of the agency response shall be submitted to DHHS immediately upon receipt.

10. Indemnity/Insurance

Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the COUNTY and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Contractor, or its (their) agents which may arise out of or are connected with the activities covered by this agreement.

Contractor shall at all times indemnify and save COUNTY harmless from any award of damages and costs against COUNTY for any action based on U.S. patent or copyright infringement regarding computer programs involved in the performance of the tasks and services covered by this Agreement.

PROVISION FOR DATA AND INFORMATION SYSTEMS COMPLIANCE

Contractor shall utilize computer applications that comply with County standards in maintaining program data related to the contract, or bear full responsibility for the cost of converting program data into formats useable by County applications.

The Contractor agrees that all programs, tables, manuscripts, databases or any other products developed under the terms of the agreement are the sole property of the County and will not release or share such information in any manner without the expressed, written consent of the County.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

The Contractor agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent those regulations apply to the services the Contractor provides or purchases with funds provided under this contract.

The Contractor agrees to abide by all confidentiality requirements imposed by state, federal and local laws. The Contractor agrees to comply with any other requirements that might be developed by the County to insure the confidentiality of proprietary data from a variety of sources.

INSURANCE

Contractor agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, statutes and benefits under Workers' Compensation laws and/or vicarious liability arising from employees. Such evidence shall include insurance coverage for Workers' Compensation claims as required by the State of Wisconsin, Employers' Liability, Commercial General Liability and Automobile Liability (if the Agency owns or leases any vehicles) coverages in the minimum amounts listed below. If the services provided under the contract constitute professional services, Contractor shall maintain Professional Liability coverage as listed below.

In addition, if any employees of Contractor will use their personal vehicles to transport clients of Milwaukee County, or for any other purpose related to this contract, those employees shall have Automobile Liability Insurance providing the same liability limits as required of Contractor through any combination of employee Automobile Liability and employer Automobile or General Liability Insurance which in the aggregate provides liability coverage, while employee is acting as agent of employer, on the employee's vehicle in the same amount as required of Contractor.

Type of Coverage	Minimum Limits
<u>Wisconsin Workers' Compensation</u> or Proof of all States Coverage	Statutory
<u>Employers' Liability</u> United States Longshoreman and Harbor Workers Compensation Act Coverage	\$100,000/\$500,000/\$100,000 If required by law
<u>Commercial General Liability</u> Bodily Injury & Property Damage (Incl. Personal Injury, Fire, Legal Contractual & Products/Completed Operations)	\$1,000,000 - Per Occurrence \$1,000,000 - General Aggregate
<u>Automobile Liability</u> Bodily Injury & Property Damage All Autos - Owned, Non-Owned and/or Hired Uninsured Motorists	\$1,000,000 Per Accident Per Wisconsin Requirements
<u>Professional Liability</u> Hospital, Licensed Physician or any other qualified healthcare provider under Sect 655 Wisconsin Patient Compensation Fund Statute	Per Wis. Statutory or Licensing Requirements \$1,000,000 Per Occurrence \$3,000,000 Annual Aggregate

MILWAUKEE COUNTY, AS ITS INTERESTS MAY APPEAR, SHALL BE NAMED AS AN ADDITIONAL INSURED FOR GENERAL AND AUTOMOBILE LIABILITY, AND BE AFFORDED A THIRTY DAY (30) WRITTEN NOTICE OF CANCELLATION OR NON-RENEWAL. DISCLOSURE MUST BE MADE OF ANY NON STANDARD OR RESTRICTIVE ADDITIONAL INSURED ENDORSEMENT, AND ANY USE OF NON STANDARD OR RESTRICTIVE ADDITIONAL INSURED ENDORSEMENT WILL NOT BE ACCEPTABLE.

A CERTIFICATE INDICATING THE ABOVE COVERAGES SHALL BE SUBMITTED FOR REVIEW AND APPROVAL BY COUNTY FOR THE DURATION OF THIS AGREEMENT. NAMED CERTIFICATE HOLDER SHALL BE:

Milwaukee County Department of Health & Human Services
Contract Administration
1220 West Vliet Street, Suite 109
Milwaukee, WI 53205

Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to COUNTY, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the COUNTY for approval prior to the commencement of activities under this Agreement.

The agency shall notify the DHHS immediately upon the commencement of any litigation against the agency where there is any possibility Milwaukee County may be made a party thereto. The agency shall notify respective division administrators in writing within five working days of the date informed of any litigation against the agency if there is any possibility that Milwaukee County may be made a party thereto. Notice of litigation shall be sent by certified mail to the Milwaukee County post office address of the respective parties. Actual notice of litigation shall be given, where possible, when time is of the essence. Further, the agency shall comply with all laws respecting Workers' Compensation Insurance.

11. Disclosure All Agencies shall submit the disclosure items listed below, as appropriate.

- **An agency which has information to disclose shall submit a statement (s) of full disclosure in response to Items a and b (1), (2), (3).**
- **An agency which has no information to disclose shall complete and submit the disclosure form on page 42.**

a. Milwaukee County Employee

Submit a list of any Milwaukee County employee or former County employee to whom your agency paid a wage, salary, or independent contractor fee during the preceding three year period. Include payments made during, 2003, 2004, and 2005 to any person who was at the time of payment, also employed by Milwaukee County.

b. Related Party Relationships

Submit a full disclosure of the relationship including the extent of interest and amount of estimated income anticipated from each source for each individual if:

- (1) **Any owner, board member, employee, or member of the aforementioned immediate family holds interest in firms from which materials or services are purchased by the agency, its subsidiaries, or affiliates.**
- (2) **Any owner, board member, employee, or member of any of the aforementioned immediate family serve on the Board of Directors of subsidiaries and/or affiliates of the agency.**
- (3) **If your agency rents from or contracts with any person who has ownership or employment interests in your agency; serves on the Board of Directors; or is a member of the immediate family of an owner, employee, or board member, submit a copy of lease agreements, certified appraisals, and contract agreements, etc.**

12. Prohibited Practices and Conflict of Interest. All agencies shall complete and submit the *Prohibited Practices and Conflict of Interest Certification* form on page 43.

- a. Interest in Contract. No officer, employee or agent of the County who exercises any functions or responsibilities with carrying out any services or requirements to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.
- b. Interest of Other Public Officials. No member of the governing body of a locality, County or State and no other public official of such locality, County or State who exercises any functions or responsibilities in the review or approval of the carrying out of this Contract shall have any personal interest, direct or indirect, in this Contract.
- c. Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Contract. Any conflict of interest on the part of the Contractor shall be disclosed to the County. In the event Contractor has a conflict of interest which does not permit Contractor to perform the services under the Contract with respect to any client or recipient, Contractor shall notify the County and shall provide the County with all records and reports relating to same.
- d. Contractor shall, in the event of a conflict of interest, subcontract the services under this Contract and the Contractor and the subcontractor shall be responsible under the same terms and conditions of this Contract.
- e. During the period of the Contract, Contractor shall not hire, retain, or utilize for compensation any member, officer, or employee of the Milwaukee County Department of Health and Human Services representing County or any person who, to the knowledge of Contractor, has a conflict of interest, unless approved in writing by the Director of the Department of Health and Human Services. No employee of the Milwaukee County Department of Health and Human Services representing County shall be an officer, member of the Board of Directors, or have a proprietary interest in Contractor's business unless approved in writing by the Director of the Department of Health and Human Services.
- f. Contractor attests that it is familiar with Milwaukee County's Code of Ethics, Chapter 9 of Milwaukee County Code of General Ordinances which states in part, "No person may offer to give to any County officer or employee or his immediate family, or no County officer or employee or his immediate family may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official action, or judgment would be influenced thereby."
- g. Said Chapter further states, "No person(s) with a personal financial interest in the approval or denial of a contract being considered by a County department or with an agency funded and regulated by a County department, may make a campaign contribution to any candidate for an elected County office that has final authority during its consideration. Contract considerations shall begin when a contract is submitted directly to a County department or to an agency until the contract has reached its final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval."

13. Equal Employment Opportunity

a. Equal Employment Opportunity Certificate

All agencies shall complete and submit the *Equal Employment Opportunity Certificate* form on page 44.

b. Equal Opportunity Policy

All agencies shall complete and submit The *Equal Opportunity Policy* form on page 45. In addition, all agencies shall post this form at their agency.

14. Certification Statement Regarding Debarment and Suspension

All agencies shall complete and submit the *Certification Statement Regarding Debarment and Suspension* form, on page 46.

15. Certification Statement-Resolution Regarding Background Checks

Contract agencies and agencies with which the DHHS has reimbursable agreements shall certify, by written statement, that they will comply with the provisions of ss.50.065 and ss.146.40 Wis. Stats. and HFS 12 and HFS 13, Wis. Admin. Code *State of Wisconsin Caregiver Program* (online at <http://www.legis.state.wi.us/rsb/code/index.html>). Applicant further certifies that it will comply with the provisions of the Milwaukee County Resolution Requiring Background Checks, File No. 99-233, included on page 40-41. The successful Applicant shall conduct background checks at its own expense on all employees as required by state regulation and county resolution. **The certification statement is on page 47.**

16. Civil Rights Compliance Plan

Consistent with the requirements of the U.S. Department of Health and Human Services, the State of Wisconsin Department of Workforce Development (DWD) and the Department of Health and Family Services (DHFS), Contractor is required to complete and submit a copy of a Civil Rights Compliance Plan (CRCP) to include Affirmative Action, Equal Opportunity, and Limited English Proficiency (LEP) Plans, or Contractor may submit a copy of the State approval letter to County in lieu of the CRCP.

Contractors with direct State contracts with DWD or DHFS with fewer than 25 employees, or Contractors receiving less than \$25,000 in direct State funding are required to file a Letter of Assurance with DWD or the DHFS, and a copy with County. Contractors with fewer than 25 employees or Contractors receiving less than \$25,000 in funding or payment from County are required to file a Letter of Assurance with County.

Completion forms, instructions, sample policies and plans are posted on the State website at: www.dwd.state.wi.us/dws/civil_rights/cr0406/cr_plans.htm.

(For instructions and information to obtain forms, please call Jeff Aikin at 289-6055).

**RESOLUTION REQUIRING BACKGROUND CHECKS ON
DEPARTMENT OF HEALTH AND HUMAN SERVICES
CONTRACT AGENCY EMPLOYEES PROVIDING
DIRECT CARE AND SERVICES TO CHILDREN AND YOUTH**

Provisions of the Resolution requiring criminal background checks for current or prospective employees of DHHS contract agencies and agencies/organizations with which the DHHS has reimbursable agreements providing **direct care and services to Milwaukee County children and youth** were initially passed by the County Board in September, 1999.

In May, 2000, the County Board adopted a modification of the resolution that separates individuals who have committed crimes under the Uniform Controlled Substances Act under Chapter 961 Wisconsin Statutes from the felony crimes referenced in the original Resolution and those referenced under Chapter 948 of the Statutes.

The Resolution shall apply only to those employees who provide direct care and services to Milwaukee County children and youth in the ordinary course of their employment, and is not intended to apply to other agency employees such as clerical, maintenance or custodial staff whose duties do not include direct care and services to children and youth.

1. DHHS contract agencies and agencies/organizations with which the DHHS has reimbursable agreements shall certify, by written statement to the DHHS, that they have a written screening process in place to ensure background checks, extending at least three (3) years back, for criminal and gang activity, for current and prospective employees providing direct care and services to children and youth. The background checks shall be made prior to hiring a prospective employee on all candidates for employment regardless of the person's place of residence.
2. DHHS contract agencies and agencies/organizations with which the DHHS has reimbursable agreements shall certify, by written statement to the DHHS, that they are in compliance with the provisions of the Resolution; that the statement shall be subject to random verification by the DHHS or its designee; and, that the DHHS or its designee shall be submitted, on request, at all reasonable times, copies of any or all background checks performed on its employees pursuant to this Resolution.
3. DHHS contract agencies and agencies/organizations with which the DHHS has reimbursable agreements which do not submit to the DHHS or its designee, copies of any or all background checks, on request, at all reasonable times, pursuant to this Resolution, shall be issued a letter of intent within 10 working days by the DHHS or its designee to file an official 30-day notice of termination of the contract, if appropriate action is not taken by the contract agency towards the production of said documents.
4. DHHS contract agencies and agencies/organizations with which the DHHS has reimbursable agreements shall perform criminal background checks on current employees who provide direct care and services to children and youth by January 31, 2001 and, after 48 months of employment have elapsed, criminal background checks shall be performed every four (4) years within the year thereafter.
5. DHHS contract agencies and agencies/organizations with which the DHHS has reimbursable agreements shall hire prospective employees after January 31, 2001 conditioned on the provisions stated above for criminal background checks and, after four (4) years within the year thereafter, and for new employees hired after January 31, 2001.
6. DHHS contract agencies and agencies/organizations with which the DHHS has reimbursable agreements which determine that a current or prospective employee was

convicted of one or more of the following offenses shall notify the DHHS or its designee immediately. Offenses include: homicide (all degrees); felony murder; mayhem; aggravated and substantial battery; 1st and 2nd degree sexual assault; armed robbery; administering dangerous or stupefying drugs; and, all crimes against children as identified in Chapter 948 of Wisconsin Statutes.

7. DHHS contract agencies and agencies/organizations with which the DHHS has reimbursable agreements which determine that a current or prospective employee was convicted of any other offense not listed in Number 6 shall notify the DHHS or its designee immediately. Offenses include but are not limited to: criminal gang member solicitations; simple possession; endangering public safety; robbery; theft; or, two (2) or more misdemeanors involving separate incidences within the last three (3) years.
8. DHHS contract agency employees and employees of agencies/organizations with which the DHHS has reimbursable agreements who provide direct care and services to children and youth, charged with any of the offenses referenced in Number 6 and Number 7, shall notify the DHHS or its designee within two (2) business days of the actual arrest.
9. Upon notification from a contract agency or from agencies with other reimbursable agreements that their screening process has identified a current or prospective employee with a conviction as stated in Number 6, or a conviction that occurred less than three (3) years from the date of employment as stated in Number 7, the DHHS or its designee shall issue a letter of intent within 10 working days to file an official 30-day notice of termination of the contract if appropriate action is not taken towards the exclusion of said individual from having any contact with children or youth in the direct provision of care and services to children and youth.
10. The DHHS or its designee, upon receipt of notification of potentially disqualifying past criminal misconduct or pending criminal charges as stated in Number 6 and Number 7 of this Resolution, shall terminate the contract or other agreement if, after 10 days' notice to the contract agency, the DHHS or its designee has not received written assurance from the agency that the agency has taken appropriate action towards the convicted current or prospective employee consistent with the policy expressed in this Resolution.
11. DHHS contract agencies and agencies/organizations with which the DHHS has reimbursable agreements which determine that a current or prospective employee was convicted of any crime under the Uniform Controlled Substances Act under Chapter 961 of Wisconsin Statutes, excluding simple possession, and the conviction occurred within the last five (5) years from the date of employment or time of application, shall notify the DHHS or its designee immediately.
12. Upon notification from a contract agency or from agencies with other reimbursable agreements that their screening process has identified a current or prospective employee with a conviction under the Uniform Controlled Substances Act under Chapter 961 of Wisconsin Statutes, excluding simple possession, the DHHS or its designee shall issue a letter of intent, within 10 working days, to file an official 30-day notice of termination of the contract if appropriate action is not taken towards the exclusion of said individual from having any contact with children or youth in the direct provision of care and services to children and youth. **Current or prospective employees of DHHS contract agencies or other reimbursable agreements who have not had a conviction within the last five (5) years under the Uniform Controlled Substances Act under Chapter 961 of Wisconsin Statutes, excluding simple possession, shall not be subject to the provisions of this Resolution.**

EQUAL OPPORTUNITY REQUIREMENTS

The following are the equal opportunity requirements for Purchase of Service contracts, based on Section 56.17 of the County Ordinances and relevant Federal and State laws and regulations.

- A. **AFFIRMATIVE ACTION PLAN:** Agencies which have under 50 employees and a Milwaukee County contract are urged to voluntarily develop and keep on file an Affirmative Action Plan and a Civil Rights Compliance Action Plan.

ACTION - Agencies which have a Milwaukee County contract and have 50 or more employees shall develop and/or update an Affirmative Action Plan. **Plans and/or updates shall be submitted within 120 days of contract award to Mr. Amos Owens, Audit Compliance Manager, Milwaukee County Department of Audit, 2711 West Wells Street, Ninth Floor, Milwaukee, WI 53208 [Phone No: (414) 278-4246]**

Information regarding basic statistics on population and labor force may be obtained from the DWD website at www.dwd.state.wi.us/oea/oea_products.htm or by contacting Joe Tumpach, Labor Market Analyst, State Office Building, 201 East Washington Street, Madison, WI 53707, (608) 266-0851.

- B. **CIVIL RIGHTS COMPLIANCE ACTION PLAN:** Agencies which have a Milwaukee County contract shall have a Civil Rights Compliance Action Plan which ensures that no person shall, on the grounds of race, color, national origin, age, sex, religion, or handicap, be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or in part, by Federal and State funds.

- C. **EEO-1 REPORT:** Applicable to agencies which have a contract of \$50,000 or more and have 50 or more employees.

ACTION – Agency shall submit an EEO-1 report annually on or before March 31 to the Joint Reporting Committee, P.O. Box 1480, Arlington, Virginia, 22210 (Tel: 703-841-9620); a copy shall be sent to the County Contract Compliance Auditor. Form is enclosed for your use if applicable.

- D. **EQUAL OPPORTUNITY POLICY STATEMENT:** Applicable to all agencies.

ACTION – Agency shall sign and post copies on bulletin boards in each facility.

- E. **EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE:** Applicable to all agencies.

ACTION – Agency shall post one in each facility.

- F. **EQUAL OPPORTUNITY CLAUSES:** All agencies shall abide by the following equal opportunity clauses:

AFFIRMATIVE ACTION IN EMPLOYMENT

A. Pursuant to Executive Order 11246, CFR Title 41, Chapter 60

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or age. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to the above-named characteristics. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to the above-named characteristics.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and/or County Ordinances Section 56.17 (1c) and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor, and/or County Ordinances Section 56.17 (1c).
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, and/or County Ordinances Section 56.17 (1c) and will permit access to his books, records, and accounts by the contracting agency and the Milwaukee County Contract Compliance Program Auditor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further County contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and/or County Ordinances Section 56.17 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, and/or County Ordinance Section 56.17.

7. The contractor will include the provisions of paragraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, and/or County Ordinance Section 56.17 (1c) so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor or the County Contracting Official as a means of enforcing such provisions including sanctions for noncompliance.

B. Pursuant to Section 503 of the Rehabilitation Act of 1973 (Handicapped Workers)

1. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973 and/or County Ordinances Section 56.17 (1c).
3. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act and/or County Ordinances Section 56.17 (1c).
4. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
5. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1974, and/or County Ordinances Section 56.17 (1c) and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
6. The contractor will include the provisions of this clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary issued pursuant to action 503 of the Act, and/or County Ordinances Section 56.17 (1c), so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs and the Milwaukee County Contracting Official may direct to enforce such provisions, including action for noncompliance.

NONDISCRIMINATION IN DELIVERY OF SERVICES

A. Pursuant to Title VI of the Federal Civil Rights Act of 1964

No eligible client shall be denied any services enumerated in this agreement or be subjected to discrimination because of race, national origin, or color, under any program to which Title VI of the Civil Rights Act of 1964 applies.

B. Pursuant to Section 504 of the Federal Rehabilitation Act of 1973 (Handicapped)

No otherwise qualified handicapped individual shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program receiving federal or county financial assistance.

YEAR 2006 AUTHORIZATION TO FILE RESOLUTION

This is to certify that at the _____ (Date) meeting of the Board of
Directors of _____, the following resolution
(Agency Name)
was introduced by _____, and seconded by
(Board Member's Name)

_____, and unanimously approved by the Board:
(Board Member's Name)

BE IT RESOLVED, that the Board of Directors of _____
(Agency Name)

hereby authorizes the filing of an application for the Year 2006 Milwaukee County
Department of Health and Human Services (DHHS) funding.

In connection therewith,

_____ and _____ is (are)
(Name and Title) (Optional Name(s) and Title)

authorized to negotiate with Milwaukee County DHHS staff.

In accordance with the Bylaws (Article _____, Section _____) of

_____, _____
(Agency Name) (Name and Title)

and _____ is (are) authorized to sign the Year 2006
(Optional Name(s) and Title)

Purchase of Service Contract(s).

Dated: _____
(Signature)
Secretary of the Board of Directors

**YEAR 2006 BOARD OF DIRECTORS/AGENCY OWNERS
DEMOGRAPHY SUMMARY**

Agency _____ Date Submitted: _____

(a)	(b)	(c)	(d)
Ethnicity	Female	Male	Total
Asian or Pacific Islander			
Black			
Hispanic			
American Indian or Alaskan Native			
White			
Totals			

As applicable, footnote in parenthesis (), by ethnic category in either Column (b) or (c), the number of Board members/owners who may be defined as a "handicapped individual":

A "handicapped individual" is defined pursuant to section 504 of the Rehabilitation Act of 1973 as any person who:

1. Has a physical or mental impairment that substantially limits one or more major life activities (e.g. Caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working);
2. Has a record of such impairment, or;
3. Is regarded as having such an impairment.

Ethnicity is defined as:

1. Asian or Pacific Islander: All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa.
2. Black: All persons having origins in any of the Black racial groups of Africa.
3. Hispanic: All persons of Mexican, Puerto Rican, Cuban, Central or South America or other Spanish culture or origin, regardless of race. (Excludes Portugal, Spain, or other European countries).
4. American Indian or Alaskan Native: All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
5. White: All persons who are not Asian or Pacific Islander, Black, Hispanic, American Indian or Alaskan Native.

YEAR 2006 RELATED PARTY DISCLOSURE FORM

Item # 11

_____ is aware of the (Agency
Name)

Disclosure requirements listed under Section 1, Item Number 11 of the *Request for Proposal for Crisis Respite Home to Serve Adults with Developmental and Physical Disabilities: Technical Requirements* published by the Milwaukee County Department of Health and Human Services: Disabilities Services Division, and assures that no employment relationship with Milwaukee County employees and no related party relationships as defined in the above reference section exists.

(Authorized Signature)

(Date)

PROHIBITED PRACTICES AND CONFLICT OF INTEREST CERTIFICATION

(Agency Name)

attests that it is familiar with Milwaukee County's Code of Ethics, Chapter 9 of Milwaukee County Code of General Ordinances and that it is aware of the Section on Prohibited Practices and Conflict of Interest listed under Section 1, Item Number 12 of the *Request for Proposal for Crisis Respite Home to Serve Adults with Developmental and Physical Disabilities: Technical Requirements* published by the Milwaukee County Department of Health and Human Services, Disabilities Services Division, and certifies that above named agency has not participated in any of the practices, nor has any financial interests, direct or indirect, as defined in the above referenced section, which would conflict in any manner or degree with the performance of services under this Contract.

(Authorized Signature)

(Date)

**YEAR 2006 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE
FOR MILWAUKEE COUNTY CONTRACTS**

Item #13a

In accordance with Section 56.17 of the Milwaukee County General Ordinances and Title 41 of the Code of Federal Regulations, Chapter 60, SELLER or SUCCESSFUL BIDDER or CONTRACTOR or LESSEE or (Other-specify), (Hence forth referred to as VENDOR) certifies to Milwaukee County as to the following and agrees that the terms of this certificate are hereby incorporated by reference into any contract awarded.

Non-Discrimination

VENDOR certifies that it will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, age or handicap which includes but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

VENDOR will post in conspicuous places, available to its employees, notices to be provided by the County setting forth the provision of the non-discriminatory clause.

A violation of this provision shall be sufficient cause for the County to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the contractor for use in completing the contract.

Affirmative Action Program

VENDOR certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program, which shall have as its objective to increase the utilization of women, minorities, and handicapped persons and other protected groups, at all levels of employment in all divisions of the seller's work force, where these groups may have been previously under-utilized and under-represented.

VENDOR also agrees that in the event of any dispute as to compliance with the aforestated requirements, it shall be his responsibility to show that he has met all such requirements.

Non-Segregated Facilities

VENDOR certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained.

Subcontractors

VENDOR certifies that it has obtained or will obtain certifications regarding non-discrimination, affirmative action program and nonsegregated facilities from proposed subcontractors that are directly related to any contracts with Milwaukee County, if any, prior to the award of any subcontracts, and that it will retain such certifications in its files.

Reporting Requirement

Where applicable, VENDOR certifies that it will comply with all reporting requirements and procedures established in Title 41 Code of Federal Regulations, Chapter 60.

Affirmative Action Plan

VENDOR certifies that, if it has 50 or more employees, it will develop and/or update and submit (within 120 days of contract award) an Affirmative Action Plan to: Mr. Amos Owens, Audit Compliance Manager, Milwaukee County Department of Audit, 2711 West Wells Street, Milwaukee, WI 53208 [Telephone No.: (414) 278-4246].

VENDOR certifies that, if it has 50 or more employees, it has filed or will develop and submit (within 120 days of contract award) for each of its establishments a written affirmative action plan. Current Affirmative Action plans, if required, must be filed with any of the following: The Office of Federal Contract Compliance Programs or the State of Wisconsin, or the Milwaukee County Department of Audit, 2711 West Wells Street, Milwaukee, WI 53208 [Telephone No.: (414) 278-4246].

If a current plan has been filed., indicate where filed _____ and the year covered _____.

VENDOR will also require its lower-tier subcontractors who have 50 or more employees to establish similar written affirmative action plans.

Employees

VENDOR certifies that it has (No. of Employees) _____ employees in the Standard Metropolitan Statistical Area (Counties of Milwaukee, Waukesha, Ozaukee and Washington, Wisconsin) and (No. of Employees) _____ employees in total.

Compliance

VENDOR certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other notification of noncompliance with EEO regulations.

Executed this _____ day of _____, 20____ by: Firm Name _____

By: _____ Address _____

(Signature)

(Title)

City/State/Zip _____

YEAR 2006 EQUAL OPPORTUNITY POLICY

_____ is in compliance with the equal opportunity policy and standards of the Wisconsin Department of Health and Family Services and all applicable Federal and State rules and regulations regarding nondiscrimination in employment and service delivery.

EMPLOYMENT - AFFIRMATIVE ACTION & CIVIL RIGHTS

It is the official policy of _____ that no otherwise qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subjected to discrimination in employment in any manner on the basis of age, race, religion, color, sex, national origin or ancestry, handicap, physical condition, developmental disability, arrest or conviction record, sexual orientation, military/veteran status or military participation. We pledge that we shall comply with Affirmative Action and Civil Rights standards to ensure that applicants are employed and that employees are treated during their employment without regard to the above named characteristics. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

_____ has a written Affirmative Action Plan which includes a process by which discrimination complaints may be heard and resolved.

SERVICE DELIVERY - CIVIL RIGHTS

It is the official policy of _____ that no otherwise qualified applicant for services or service recipient shall be excluded from participation, be denied benefits or otherwise be subjected to discrimination in any manner on the basis of age, race, religion, color, sex, national origin or ancestry, handicap, physical condition, developmental disability, arrest or conviction record, sexual orientation, military/veteran status or military participation. We pledge that we shall comply with civil rights laws to ensure equal opportunity for access to service delivery and treatment without regard to the above named characteristics. _____ has a written Civil Rights Action Plan which includes a process by which discrimination complaints may be heard and resolved.

All officials and employees of _____ are informed of this statement of policy. Decisions regarding employment and service delivery shall be made to further the principles of affirmative action and civil rights.

To ensure compliance with all applicable Federal and State rules and regulations regarding Equal Opportunity and nondiscrimination in employment and service delivery, _____ has been designated as our Equal Opportunity Coordinator. Any perceived discrimination issues regarding employment or service delivery shall be discussed with Ms./Mr. _____. Ms./Mr. _____ may be reached during week days at _____.

A copy of the Affirmative Action Plan and/or the Civil Rights Action Plan including the process by which discrimination complaints may be heard and resolved is available upon request.

(Director or Chief Officer)

(Title)

(Date)

This Policy Statement shall be posted in a conspicuous location.

MILWAUKEE COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

Certification Regarding Debarment and Suspension

Please sign the certification statement below that your agency and its principals are not debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. **Please include the signed and dated statement with the initial submission of your proposal.**

CERTIFICATION STATEMENT
DEBARMENT AND SUSPENSION

The contractor certifies to the best of its knowledge and belief, that it and its principals: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (2) of this certification; and, (4) have not within a three-year period preceding this contract had one or more public transactions public (Federal, State or local) terminated for cause or default.

Authorized Signature and Title

Date

Name of Agency

MILWAUKEE COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

**Certification Statement-Resolution Regarding Background Checks on
Employees of DHHS Contract Agencies and Agencies/Organizations having
Reimbursable Agreements that have Direct Regular Contact with Clients or Provide Direct
Services to Children and Youth**

CERTIFICATION STATEMENT
RESOLUTION REGARDING BACKGROUND CHECKS

This is to certify that _____
(Name of Agency/Organization)

- (1) will comply with the provisions of ss.50.065 and ss.146.40 Wis. Stats. and HFS 12 and HFS 13, Wis. Admin. Code *State of Wisconsin Caregiver Program*
- (2) has received and read the enclosed, “PROVISIONS OF RESOLUTION REQUIRING BACKGROUND CHECKS ON DEPARTMENT OF HUMAN SERVICES CONTRACT AGENCY EMPLOYEES PROVIDING DIRECT CARE AND SERVICES TO MILWAUKEE COUNTY CHILDREN AND YOUTH;”
- (3) has a written screening process in place to ensure background checks on criminal and gang activity for current and prospective employees providing direct care and services to children and youth; and,
- (4) is in compliance with the provisions of the Resolution requiring background checks.

(Authorized Signature of Person Completing Form)

(Date)

(Title)